

ATTACHMENT A

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Rincon Consultants having its principal place of business at 790 East Santa Clara Street, Ventura, Ca 93001 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Alex Tuttle at phone number (805) 884-6844 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Stephen Svete at phone number (805) 641-1000 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: County Of Santa Barbara
Planning & Development
123 E. Anapamu St.
Santa Barbara, Ca 93101
Attn.: Alex Tuttle

To CONTRACTOR: Rincon Consultants
790 East Santa Clara Street
Ventura, Ca 93001
Attn.: Stephen Svete

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on May 12, 2010 and end performance upon completion, but no later than December 31, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee,

including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

The term "organizational conflict of interest" means that a relationship exists whereby CONTRACTOR has interests which may diminish the capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product or may result in an unfair competitive advantage.

CONTRACTOR agrees that if an organizational conflict of interest is discovered with respect to this CONTRACT, CONTRACTOR shall make an immediate and full disclosure in writing to COUNTY which shall include a description of the action which the CONTRACTOR has taken or proposes to take to avoid, eliminate or neutralize the conflict. COUNTY may, however, terminate the CONTRACT if it could be in the best interests of the COUNTY.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's

profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this

agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all

such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **SUBCONTRACTORS.** CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

31. **HANDLING OF PROPRIETARY INFORMATION.** CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.

B. Upon conclusion of CONTRACTOR's work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

32. **IMMATERIAL CHANGES.** CONTRACTOR and COUNTY agree that immaterial changes to the work program (time frame and mutually agreeable work program changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

33. **NEWS RELEASES/INTERVIEWS.** CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY's responsible personnel.

////Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Envicom Corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

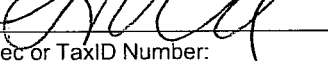
By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
Stephen Svek, AICP
President, Rignon Consultants, Inc.

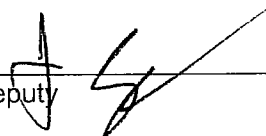
By: _____
Deputy

By:  _____
SocSec or TaxID Number: _____

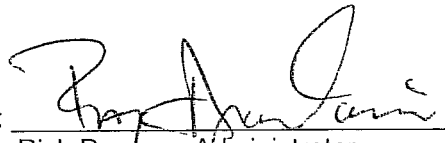
APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy County Counsel

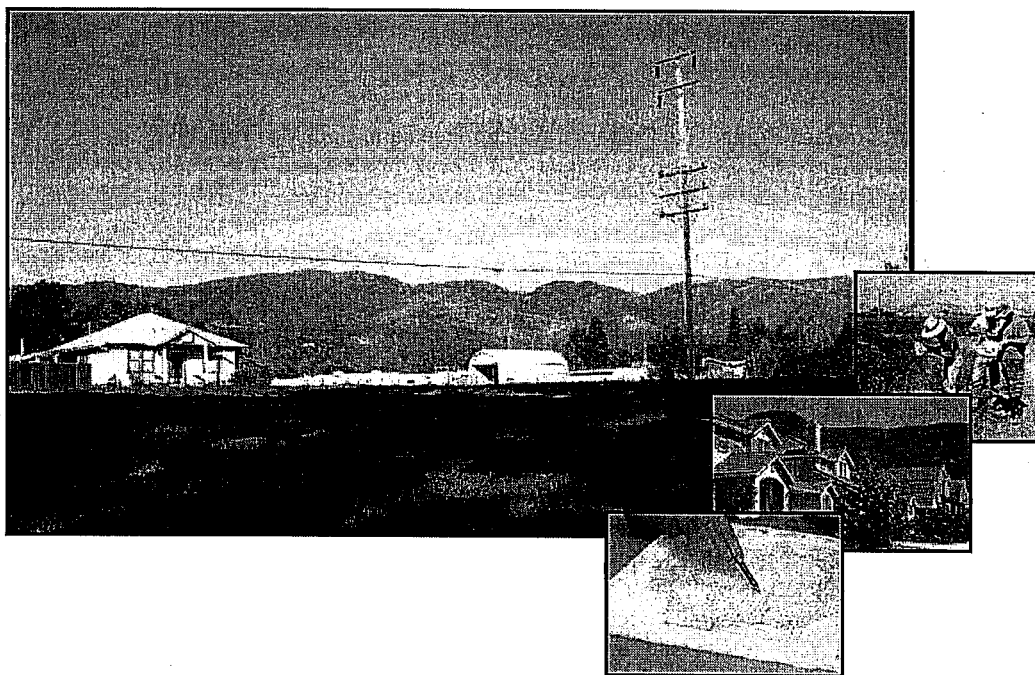
By:  _____
Deputy

APPROVED AS TO INSURANCE:
RAY AROMATORIO
RISK PROGRAM MANAGER

By:  _____
Risk Program Administrator

Revised Proposal to Prepare

Cavaletto Tree Farm Housing Project Environmental Impact Report



Submitted to:
County of Santa Barbara

Submitted by:
Rincon Consultants, Inc.

April 2, 2010



Rincon Consultants, Inc.

790 East Santa Clara Street
Ventura, California 93001

805 641 1000

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www.rinconconsultants.com

April 2, 2010
Job No. 10-65780

Alex Tuttle, Project Manager
Santa Barbara County
Planning and Development Department
123 East Anapamu Street
Santa Barbara, CA 93101

Subject: Revised Proposal to Prepare Cavaletto Tree Farm Housing Project EIR

Dear Mr. Tuttle:

Rincon Consultants, Inc. is pleased to submit this revised proposal to prepare the EIR for the Cavaletto Tree Farm Housing Project. The revisions reflect our recent discussions and correspondence addressing requested changes in the proposed scope of work and cost estimate.

We are particularly enthusiastic about the opportunity to work with Santa Barbara County on this project because we believe that our team is uniquely qualified to address the key technical and planning issues associated with the project. Through our years of experience managing CEQA projects for the County, we are highly familiar with your agency's assessment methodologies, policies, and procedures.

Our team will be managed by Rincon's Senior Planner, **Abe Leider**, AICP. Abe will be supported by our highly skilled and experienced in-house planning and technical staff. We have also augmented the Rincon team with highly qualified subconsultants. For cultural and historic resources, we have brought in experts from **HEART and San Buenaventura Research Associates**, respectively. For transportation and circulation, we include **Penfield & Smith Engineers**. For assistance in modeling electromagnetic frequencies and assessing associated risks, we are partnering with **Gradient Corporation**. To support our analysis of visual impacts with photo-simulations, we have included **Robert Carr, Visual Resource Specialist**.

The combination of a highly qualified team, proven track record preparing EIRs on development proposals involving complex policy and environmental questions, and knowledge of environmental conditions throughout Santa Barbara County makes Rincon Consultants very well suited to this manage this project. Our skilled team of experts will employ our problem-solving approach to the CEQA process to ensure that the EIR not only fulfills legal requirements, but also serves as a useful planning tool for both decision-makers and the community.

Thank you for the opportunity to submit this proposal. Please contact us if you have any questions or require any additional information.

Sincerely,
RINCON CONSULTANTS, INC.

Abe Leider, AICP

Stephen Svete, AICP

Revised Proposal to Prepare Environmental Impact Report for the Cavaletto Tree Farm Housing Project

County of Santa Barbara

Table of Contents

	Page
1.0 Introduction	1
2.0 Qualifications	1
2.1 Key Strengths of the Project Team	3
2.2 Relevant Experience	4
3.0 Personnel	8
3.1 Key Staff	8
<i>Team Organization Chart</i>	<i>9</i>
4.0 Study Methodology	13
4.1 The Rincon Approach	13
4.2 Work Program	13
4.3 Technical Issues	17
5.0 Cost Summary	36
<i>Cost Estimate</i>	<i>37</i>
6.0 Schedule	36
<i>Estimated Schedule</i>	<i>38</i>
7.0 References	39
8.0 Statement of Objectivity	39
Appendices:	
Appendix A: Resumes	
Appendix B: Fee Schedule	
Appendix C: Subconsultant Qualifications	
Appendix D: Letters of Recommendation	
Appendix E: Example of Public Outreach	
Appendix F: Sample Photo Simulations	



1.0 INTRODUCTION

Rincon Consultants, Inc. is pleased to submit this proposal to assist the County of Santa Barbara (County) with the preparation of a focused Environmental Impact Report (EIR) for the Cavaletto Tree Farm Housing Project. We have assembled a team that brings together expertise in CEQA and each of the technical environmental areas necessary to prepare a thorough analysis of the proposed project, and develop mitigation measures that are feasible and effective.

This proposal describes our general understanding and approach to this assignment; our proposed methodology for each issue area; personnel and management qualifications; firm qualifications; and our proposed cost and schedule. We believe that you will find our approach highly effective and sensitive in addressing the County's requirements, as well as the specific needs of the Cavaletto Tree Farm Housing Project.

The EIR will require the review of existing studies and information on baseline conditions. It will also require preparation of additional technical studies, which will be incorporated into the EIR analysis.

Rincon's in-house technical specialists will be conducting the following supporting studies:

- Phase I Environmental Site Assessment – overseen by Mr. Walt Hamann, PG, CEG, CHG, REA II
- Biological Resources evaluation – overseen by Mr. John Dreher, Senior Program Manager, Biological Services

We have enlisted the support of the following experts to augment our substantial in-house expertise:

- **Historical Environmental Archaeological Research Team (H.E.A.R.T)** – Archaeological peer review and additional surveying
- **San Buenaventura Research Associates** – Historical resources peer review and additional historic resources evaluation
- **Penfield & Smith** – Peer review and update of 2007 ATE traffic study
- **Gradient Corporation** – EMF risk analysis, review of project EMF exposure and mitigation
- **Robert Carr, Visual Resource Consultants** – Visual simulations

2.0 QUALIFICATIONS

Rincon Consultants, Inc. is a multi-disciplinary environmental sciences, planning, and engineering consulting firm based in Ventura, California. Rincon currently employs 54 professionals in offices located in Ventura, San Luis Obispo, Monterey, and Carlsbad, California. Rincon Consultants has been incorporated since 1994 and holds the tax identification number of 77-0390093.



Rincon provides quality professional services to both government and industry. Our skilled professionals have many years of experience in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; soil evaluation and remediation, and related studies; and problem-solving services in geology, hydrology, and environmental hazards evaluation. Our approach focuses on well-designed solutions that respond to our clients' specific needs in a cost-effective manner.

At Rincon, we understand that client communications and project management are the cornerstones upon which projects are successfully completed. Rincon employs proven project management and quality control techniques based on:

- *Clear communication between managers, subconsultants, and analysts*
- *Peer and management review of all documents*
- *Effective cost control and financial reporting*

Rincon's internal management program includes regular team meetings to make sure workloads are being properly managed and that client commitments are being met. Rincon utilizes Quickbooks Professional™ business accounting software, which allows our principals and senior project managers nearly instantaneous job cost reports for both labor and expenses. Careful project management begins at the proposal, work scope development, and budgeting stage of a project. Once a project is initiated, tight project management, including close tracking of costs, is essential to ensure that projects are executed on time and within budget.

We recognize that communication is a key to the success of any project. To that end, we provide regular job progress reports to all clients. These reports describe the tasks that have been completed, budgetary and scheduling updates, and any conditions where the project may deviate from the original work scope, cost, or schedule. Typically, we provide these status reports through weekly or bi-weekly emails to the project team.

Adherence to these practices, coupled with our technical knowledge, allow us to meet the budgetary and scheduling constraints inherent in every project. We take pride in our profession, our work products, and seeing that each client is satisfied with the selection of Rincon to serve their consulting needs. We have compiled a team that best meets the needs of this project, with a balance of technical, analytical, and planning experience specific to the issue areas for this EIR.

The following is a summary of the services that Rincon provides:

- *CEQA Compliance (EIRs, Initial Studies, Mitigation Programs) General Plans and Elements;*
- *NEPA Compliance (Environmental Assessments, EISs);*
- *Biological Resource Services (Rare and Endangered Species surveys, Wetland Delineations, Revegetation);*
- *Phase I and II Environmental Site Assessments;*
- *Hazardous Waste characterization and remediation;*
- *Geological and Seismic studies;*
- *Construction and Mitigation Monitoring;*

- *Contract Staff Planning Assistance for Public Agencies;*
- *Specific Plans, Site Planning, Community Design;*
- *Alternative Transportation (Equestrian/Pedestrian/Bicycle Planning);*
- *Climate Action Plans;*
- *Greenhouse Gas Emissions Inventories and Forecasts; and*
- *Regulatory Compliance as it pertains to these areas of expertise.*

2.1 KEY STRENGTHS OF THE PROJECT TEAM

Rincon Consultants, Inc. will be the lead consultant for the preparation of the EIR. We have assembled a highly qualified and experienced team to ensure successful completion of all tasks in a timely and efficient manner. The project will be managed by Abe Leider, AICP, a Senior Planner with Rincon. Stephen Svete, AICP, the firm's President and Director of Planning Services, will serve as Principal-in-Charge.

The firm has unmatched experience in CEQA documentation and supporting studies for the County of Santa Barbara, and our work products are consistently seen as thorough and objective by staff, applicants, and the public. We are particularly knowledgeable of the South Coast Santa Barbara County and Goleta area, having worked on dozens of projects in the area over our 15 year firm history, as well as key staff with direct public-sector experience working for local Planning Departments at the County of Santa Barbara and City of Goleta.

In addition, Rincon has enlisted the services of the following firms as subconsultants to augment Rincon's in-house expertise:

- *HEART (archaeological resources)*
- *San Buenaventura Research Associates (historical resources)*
- *Penfield & Smith (transportation/circulation)*
- *Gradient Corporation (EMF risk assessment)*
- *Robert Carr, Visual Resource Consultants (aesthetics/visual resources)*

Key strengths of the Rincon team that make us uniquely suited to assist the County with this project include:

- *Familiarity with the project site and associated environmental issues*
- *A proven CEQA track record with delivery of legally-defensible environmental documents that meet client needs and deadlines*
- *Outstanding staff with the resources and flexibility to ensure high-quality products and adherence to project timelines*
- *Selection and effective management of well-qualified, issue-specific experts to supplement Rincon's in-house expertise*
- *Extensive experience with land use planning, environmental and permitting issues within the County of Santa Barbara*
- *Expertise on similar projects and in the range of issues to be addressed in the EIR*

2.2 RELEVANT EXPERIENCE

The following describes relevant project-related experience for Rincon Consultants. As demonstrated below, our team members have substantial experience preparing environmental documents on similar development projects, as well as on a wide range of projects in the County of Santa Barbara and throughout the project area, in both urban and rural settings. Additional information about our subconsultant team, including project experience, is included in the appendix to this proposal.

Westmont College Master Plan SEIR *County of Santa Barbara*

Rincon prepared a Subsequent EIR for the Master Plan for a 1,200-student liberal arts college in Montecito. The Master Plan addresses increases in the square footage of academic facilities and student housing, as well as revisions to the circulation system. Environmental issues of particular concern included aesthetics, transportation, noise, and impacts to oak trees. The EIR addressed a number of conditional use permit conditions, inasmuch as many of the permitted features were incorporated into the Master Plan. The project involved extensive community outreach, which included newsletters and community workshops.

Comprehensive Biological Resource Study for the More Mesa Property *County of Santa Barbara*

Rincon Consultants is currently preparing a comprehensive biological resource study to address the More Mesa property which is located in the coastal area of Santa Barbara County. The intent of these studies is to determine the extent of important coastal biological resources and the changes that may have occurred over the years to the site, especially to those areas designated as Environmentally Sensitive Habitat (ESH). From a biological basis, the purpose of this study is to determine those areas that should be considered for open space as compared to those that may be suitable for development.

Santa Ynez Valley Community Plan EIR *County of Santa Barbara*

Rincon recently prepared an EIR for the Santa Ynez Valley Community Plan (SYVCP). The SYVCP provides policy direction for issues and development trends specific to the Plan Area, which consists of 3,901 parcels and an area of approximately 46,933 acres. The EIR analyzed the 20-year buildout and rezoning actions under the proposed Community Plan that would result in up to 936 new primary and secondary residential units, and 555,334 square feet (sf) of additional commercial development in the Plan Area. The SYVCP EIR also evaluated an Affordable Housing Overlay District (AHOD), which would be applied to four sites along SR 246. In addition to the program-level analysis of the proposed SYVCP buildout, and analysis of the proposed rezoning actions and policies included in the SYVCP, the EIR also analyzed buildout of these four AHOD sites at a project-level of detail. Key issues evaluated in the EIR included: traffic, air quality, cultural resources, aesthetics, and biological and agricultural resources.

Housing Element Focused Rezone Program EIR
County of Santa Barbara

Rincon prepared an EIR for the proposed Housing Element Focused Rezone Program, which included rezoning actions necessary to achieve State Housing and Community Development Department certification of the County's 2003-2008 Housing Element. The Housing Element Focused Rezone Program identified two rezoning sites for a total of 372 affordable-by-design multi-family housing units to meet the County's RHNA affordable housing requirements. A total of seven distinct rezone sites in northern Santa Barbara County were evaluated, including the two proposed sites and five other sites analyzed in the Alternatives discussion. The EIR was a program level document, but provided site-specific analysis of buildout of each rezone site. Key EIR issues included transportation, noise, biological resources, land use compatibility, air quality, and aesthetics.

North County Jail Staged EIR and SEIR
County of Santa Barbara

Rincon prepared a Staged EIR for the North County Jail project in 1997-98, followed up by a Subsequent EIR for a new jail site in 2007. The New County Jail Subsequent EIR evaluated the development of a new County Jail facility on a 50-acre site immediately west of the City of Santa Maria's boundary to relieve overcrowding in the existing South County facility. The project involved development of the new facility in two phases, with full buildout consisting of a 547,000-square foot facility providing up to 1,520 beds. The environmental analysis included the following key issues: aesthetics, biology, cultural resources, public services, agricultural land conversion, and land use compatibility with a nearby residential neighborhood.

Ordinance 661 Rezone and Existing Developed Rural Neighborhood (EDRN) Subproject IS/ND
County of Santa Barbara

Rincon Consultants completed an IS/ND for the Ordinance 661 Rezone and Existing Developed Rural Neighborhood (EDRN) project for the County of Santa Barbara's Long Range Planning Division. The project analyzed in the IS/ND involved rezones, general plan amendments and creation of EDRNs affecting approximately 57,700 acres of land in the Santa Maria Valley and San Antonio Creek Rural Regions in northern Santa Barbara County. Key issues for the environmental analysis included aesthetics, biological resources, agricultural resources and land use/planning.

Bridle Ridge EIR
County of Santa Barbara

Rincon completed the Bridle Ridge EIR for the County of Santa Barbara. The Bridle Ridge project involved a hillside residential/equestrian development on the east side of Highway 154 near the City of Santa Barbara. Key issues for the environmental analysis included aesthetics, biological resources, drainage, fire hazards, and hazards associated with abandoned oil wells. This project was proposed adjacent to an existing church facility requiring the analysis of potential project impacts on church related activities and programs.

Providence Landing Residential Project EIR

County of Santa Barbara

Rincon prepared a comprehensive EIR for a large residential project in an unincorporated area near Lompoc. The Providence Landing project is a request for approval of a Vesting Tentative Tract Map (VTTM) to subdivide the property into 303 lots and a Final Development Plan (FDP) for the development of 284 single-family residences and 72 low-income senior housing units. In addition, the project includes the development of a 14.7-acre central (regional) park that will include various recreational facilities, and the development of open space/greenbelt areas, two storm water retention/percolation basins, and an entrance facility/interpretive center for the Burton Mesa Ecological Preserve. Key issues included, biological resources, flooding and drainage, traffic and circulation, erosion and water quality, wildfire hazards, infrastructure impacts and groundwater resources/water supply.

Rice Ranch Specific Plan Supplemental EIR

County of Santa Barbara

Rincon prepared a Supplemental EIR for the Rice Ranch Specific Plan, a planned residential community that included 793 single-family homes in six distinct neighborhood settings. In addition, the project included a new school site, the expansion of an existing school site, parks, open space and supporting infrastructure are also included in the project. The 626-acre project site was located in the southeastern portion of the Orcutt community in unincorporated Santa Barbara County. Key issues addressed in the EIR included biological resources, land use and agricultural resources, fire hazards, flooding and drainage, traffic, noise, cultural resources, oil field hazards, and infrastructure availability.

Rancho Maria Estates Specific Plan EIR

County of Santa Barbara

Rincon is currently preparing the Rancho Maria Estates Specific Plan EIR for the County of Santa Barbara. The Rancho Maria Estates Specific Plan Area is a 340-acre site consisting of seven parcels including the existing Rancho Maria Golf Club. The site is located in an unincorporated area of Santa Barbara County, west of Old Town Orcutt. The Rancho Maria Estates Specific Plan incorporates a combination of residential development, recreational uses, and open space. The residential development would construct 203 single-family residences on approximately 70 acres. The Specific Plan also includes the construction of a new 7,800 square foot clubhouse for the Rancho Maria Golf Club. This EIR will address several issues including public views, agriculture, biology, cultural resources, traffic, recreation, and noise.

Lagunitas Mixed Use Development EIR

City of Carpinteria

Rincon prepared an EIR on a proposed 360,000 square foot business park development in Carpinteria, and subsequently prepared a Subsequent EIR on a revised project that involved a 160,000 square foot business park and 74 residences. Key EIR issues included biological and hydrological issues associated with a drainage that traversed the site, traffic impacts and mitigation at key U.S. 101 interchanges, and aesthetic impacts associated with the conversion of open/agricultural land to urban use.



Seabreeze Estates Project EIR

City of Lompoc

Rincon prepared an EIR for the development of 216 multi-family residential units and 150 single-family residential units on a 77-acre project site located on the western edge of the City of Lompoc. The project site was constrained by its proximity to adjacent agricultural operations, an adjacent wastewater treatment plant, adjacent residential uses, and an on-site wetlands/riparian area. The EIR included a comprehensive mitigation program, including a management plan for the on-site wetlands.

Santa Barbara School District's Tatum and Hidden Valley Properties Constraints Analysis

UniDev, LLC

Rincon prepared a Constraints Analysis for Santa Barbara School District's Tatum and Hidden Valley Properties. The analysis was intended to assist UniDev in developing a feasibility study on behalf of the School District for use of the two subject properties. The 23-acre Tatum site was within the unincorporated Goleta area of Santa Barbara County, and is designated by the County for "Design Residential" development at 3.3 units per acre with the potential for higher densities for below-market rate housing. The property is vacant and undeveloped, and is surrounded by residential, commercial and agricultural uses, with the Southern Pacific Railroad and U. S. Highway 101 defining the northern boundary. The 12.8-acre Hidden Valley site is within the City of Santa Barbara, and is designated by the city for residential use at a density of five units per acre. The site was in close proximity to Arroyo Burro Creek, and includes areas of steep slopes and vegetation including mature oak trees. There were also several recorded archaeological sites in the immediate vicinity of the Hidden Valley Site. The main issues that were discussed in the reports included Agricultural, Biological, Cultural, and Geologic Resources, Hazards, and Noise.

John Laing Homes Residential Project EIR

City of Port Hueneme

Rincon prepared an LCP Amendment and EIR for the proposed conversion of about 17 acres of land designated for Industrial use to Residential use. The proposed project involved several discretionary actions that would result in the conversion of an existing, partially developed, industrial area into two distinct residential development projects. These projects included an 86-unit town home project and a 68-unit single family residential development. Most notably, the project required an amendment to the City's Local Coastal Program, which required approval by the City Council as well as the California Coastal Commission. Other requested entitlements include Planned Development Permits for each site, Tentative Tract Maps for each site, Land Use and Zoning Map boundary changes, and land use designation, text, and map changes to the City's adopted Local Coastal Program. Key issues involved availability of additional industrial land to support current and projected future activities at the Port of Hueneme, traffic and circulation, hazardous materials related to past industrial uses, and land use compatibility associated with nearby industrial uses and the Ventura County Railroad line, that bisected the two proposed developments.

3.0 PERSONNEL

3.1 KEY STAFF

Principal members of the project team, their responsibilities, and similar project experience are described below and depicted in the project management chart on the next page. Resumes for both key and supporting staff are provided as an appendix.

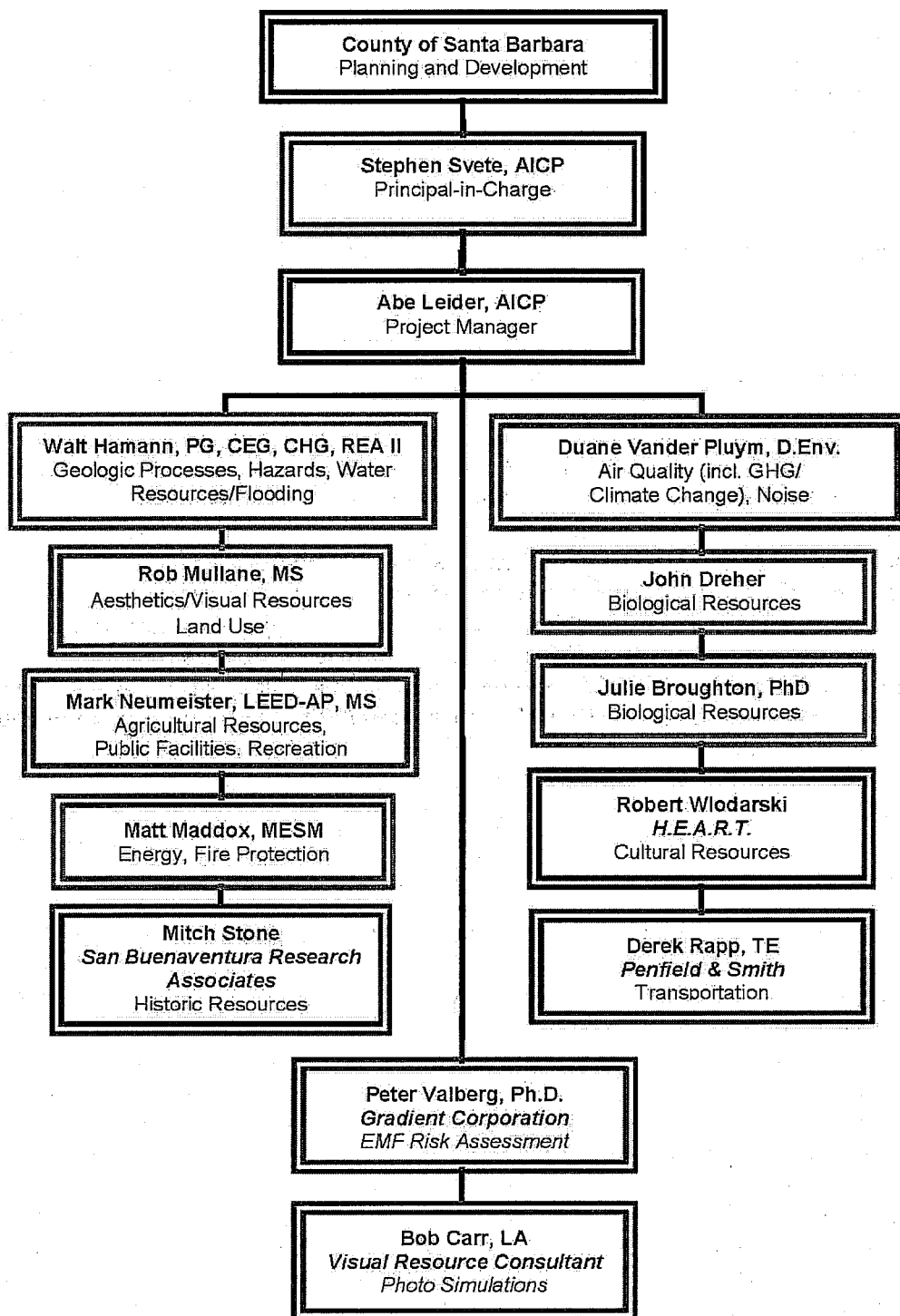
Abe Leider, AICP, a Senior Planner with Rincon Consultants will serve as the Project Manager for the EIR. He has over 11 years of experience in long-range planning, permit processing and performing environmental impact analyses for public and private infrastructure and development projects under CEQA, including eight years with the County of Santa Barbara's Planning and Development Department. Abe is especially adept at conveying complex and technical information to the public, press and decision makers in a clear and accessible manner. He recently managed the preparation of two environmental constraints analyses for the Santa Barbara School District and an EIR for a mixed-use project in the City of Carpinteria. He also managed the environmental review for Santa Barbara County Long Range Planning's Ordinance 661 Rezone program. Abe is currently managing a program EIR for the City of Camarillo for a proposed specific plan involving 740 acres of mostly prime farmland, and has recently managed EIRs for large residential developments for the cities of Oxnard and Long Beach.

Stephen Svete, AICP, Principal and Director of Planning for Rincon Consultants, Inc. will serve as Principal-in-Charge for the EIR. Steve has more than 26 years of experience in CEQA and NEPA document preparation, urban planning, urban design, and project management for both public agencies and private consulting firms. He has supervised the preparation of numerous EIR documents, including many in the area. Steve directed the preparation of the California Nanosystems Institute EIR for UCSB, as well as the North County Jail EIR and the Westmont College EIR for the County. He has also managed the preparation of many large scale housing specific EIRs, such as City of Santa Monica Wilshire Development EIR and the City of Los Angeles West Los Angeles Community Plan EIR.

Walt Hamann, RG, CEG, CHG, REA II, Principal and Senior Engineering Geologist with Rincon Consultants, Inc. will oversee preparation of the geologic processes, hydrology/water resources, and hazards/hazardous materials sections. A certified geologist, engineering geologist, and environmental assessor, Walt has extensive experience preparing geologic studies and environmental site assessments, and has also provided expert review of third-party reports. Walt is a California Certified Hydro-geologist and is knowledgeable of soils and ground water issues throughout the Santa Barbara area. He has served as an expert witness on numerous environmental site characterization and remediation studies in southern California.

Duane Vander Pluym, D.Env., Principal and Senior Environmental Professional with Rincon Consultants would be responsible for providing review and oversight of technical issue area discussions for the Air Quality (including Climate Change), Biological Resources, and Noise sections. He will also oversee the analysis of EMF hazards in the Hazardous Materials/Risk of Upset section. Dr. Vander Pluym holds a Doctorate in Environmental Science and Engineering

Team Organization Chart



from UCLA. His primary expertise is in general environmental analysis, biology, and ecosystem analysis, with extended knowledge in the fields of water quality, risk assessment, EMF radiation, noise, air quality, hydrology, and aesthetics. He has prepared several air quality and greenhouse gas emissions analyses, and is an expert in noise assessment. He is a primary reviewer of Stormwater Pollution Prevention Plans prepared by Rincon, and he is also very familiar with regulatory permitting of jurisdictional waters. Dr. Vander Pluym has over 29 years of experience in the biological and environmental profession.

Rob Mullane, MS, Senior Planner, will be responsible for overseeing the Aesthetics/Visual Resources and Land Use sections. Rob has 14 years of experience in planning, municipal services, and environmental impact analyses, most of which is in the Santa Barbara County area. Rob served as Project Manager on the **Santa Ynez Valley Community Plan EIR**, the **Santa Barbara County Housing Element Focused Rezone Program EIR**, and the **Santa Barbara County New County Jail EIR**. He is currently managing the **Orcutt Key Site #3 Project EIR** and is also assisting with the **Lompoc General Plan Update and EIR**.

John Dreher Jr., is a Senior Program Manager, Biological Services with Rincon. He will oversee the biological resources analysis. John has over 10 years of experience in environmental regulatory compliance, regulatory and endangered species permitting, restoration ecology, and biological assessment. He provides technical guidance for execution of projects, review of products, and general quality control of biological documents and field studies. His responsibilities include research and field surveys for endangered species, habitat evaluation, habitat mapping, general biological surveys, resource constraints analysis, jurisdictional determinations, mitigation monitoring, regulatory compliance, and the preparation of biological reports and environmental documents for compliance with both NEPA and CEQA. He was responsible for managing the biological assessments, permitting, and construction monitoring for several development projects including the **Mission Canyon Community Plan BA Update**, **Goleta Sanitary District San Pedro Creek BA**, **Westmont College Master Plan Phase I EIR**, **Franklin Trail IS/MND**, and **Haley Street Bridge Environmental Compliance**. John also led the **ESHA mapping update** for the City of Carpinteria, which was required as part of the City's LCP to update their inventory of sensitive biological resources.

Julie Broughton, Ph.D. (candidate), is a Senior Botanist, Paleontologist, and Certified Arborist with Rincon Consultants, Inc. Her responsibilities include research and field surveys for plant habitat evaluation, general biological surveys, permit implementation and compliance, and the preparation of biological reports for compliance with both NEPA and CEQA. Julie will be responsible for the biological resources analysis in the EIR, including the peer review of the native tree report and the preliminary landscape plan. Julie holds a Bachelor's of Science in Ecology and Evolution from the University of California, Santa Barbara, where her studies focused on the identification, taxonomy and ecology of plants. She is currently pursuing her Ph.D. in Geology at the University of California, Santa Barbara. Ms. Broughton is a Certified Arborist (Cert. # WE-8726A) through the International Society of Arboriculture, a member of the American Society of Consulting Arborists and has Authorization to collect Voucher Specimens of State Designated Endangered, Threatened and Rare Plants (Voucher Permit #10004) issued by the California Department of Fish and Game. She has worked with the **Santa Barbara Botanic Garden** as a Research Assistant aiding in the establishment of the USDA's PLANTS Database, and as a plant and seed identification specialist for S & S Seeds, a native California seed company. Julie is currently working as an **Environmental Quality Assurance**



Program monitor for the County of Santa Barbara responsible for permit compliance, Tree Removal/Protection Plan implementation and side walk tree encroachment and protection.

Mark Neumeister, LEED-AP, MS, is an Environmental Planner with Rincon Consultants, specializing in environmental impact analysis. He will be responsible for preparing the Agricultural Resources, Public Facilities, and Recreation sections. Mark holds a Bachelor's of Arts degree in Sociology from the University of Redlands and a Master of Science degree in Environmental Studies with an emphasis in Policy and Planning from California State University at Fullerton. He has managed and contributed to numerous environmental impact analyses under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Projects include housing developments, large-scale transportation, industrial buildings, public works, and schools. Mark is currently working on several projects with similar issues to this EIR, including the **City of Camarillo Conejo Creek Specific Plan EIR**, the **City of Fillmore Tract 5674 Subdivision MND**, the **County of Santa Barbara Franklin Trail MND**, the **City of Santa Monica 1131 Arizona Avenue Rest Home EIR**, and the **City of Malibu Rambla Pacifico Street Reconstruction EIR**.

Matt Maddox, MESM, serves as an environmental planner within Rincon's Environmental Science and Planning group and the Sustainable Consulting Group. In this capacity, he is involved in a wide range of urban planning and land use studies, sustainable design review, air quality and greenhouse gas analysis, CEQA/NEPA environmental documentation, as well as community involvement and permitting activities. He has contributed to successful environmental and planning projects ranging from focused inner city redevelopment studies to LEED certified mixed use projects. He is a Certified Green Building Professional with Build It Green® and is an accredited Lead Greenhouse Gas Verifier with the California Air Resources Board (CARB). Mr. Maddox has worked on CEQA documents such as the **City of Santa Monica Wilshire Boulevard LEED Certified Mixed Use Project EIR**, the **County of Ventura Community of Piru Farmworker Housing Development Project EIR**, and the **Carson Redevelopment Agency Consolidated Project Area EIR**.

Robert Wlodarski, owner and principal investigator of H.E.A.R.T., will serve as Principal Archaeologist for the project. Robert has been actively involved in California Archaeology for over 37 years, completing over 1400 projects (including key projects within Santa Barbara County). Robert is certified in archaeology by the Register of Professional Archaeologists (RPA), as a professional historian by the California Committee for the Promotion of History (CCPH), and meets National Park Service standards and guidelines for Archaeology and Historic Preservation. Robert is familiar with CEQA and National Register (Section 106) policies and procedures, having completed numerous projects for Caltrans, USDA Forest Service, UNION 76, Mobil Oil, City of Oxnard, City of Malibu, City of San Buenaventura, Southern California Gas Company, Pacific Bell, Bureau of Land Management, U.S. Army Corps of Engineers, the Las Virgenes Municipal Water District, and the United Water Conservation District. Recent work on projects in Santa Barbara County includes **Santa Barbara County Housing Element Focused Rezone Program EIR**, and the **New County Jail EIR**.

Mitch Stone of San Buenaventura Research Associates will serve as historic resources expert for the EIR. Mitch is a general partner at San Buenaventura Research Associates responsible for the preparation of architectural and historical evaluation reports, including CEQA and Section

106 analyses, National Register of Historic Places nominations and State Historic Landmarks nominations, environmental impacts assessments, and impact mitigation programs. With more than 28 years of experience in historic resources and preservation, Mitch has directed the production of maps, graphics and computer databases and geographic information systems, and has designed and conducted urban and rural historic resources surveys. Working as a project manager in prior project experience, Mitch functioned as the Executive Director of California's first downtown revitalization project conducted in association with the National Main Center of the National Trust for Historic Preservation.

Derek Rapp, TE, Principal Traffic Engineer with **Penfield and Smith**, serves as Penfield and Smith's Transportation Department Manager. He is a licensed Traffic Engineer with 14 years of experience in the review and preparation of traffic impact reports in both the private and public sectors. Prior to coming to Penfield and Smith, Derek was in charge of Traffic Operations for the City of Santa Barbara. During his tenure there, he spent much of his time assessing and addressing neighborhood traffic management issue and was a key contributor to the development of the City's Neighborhood Traffic Management Program. As a Principal Traffic Engineer with Penfield and Smith, Derek oversees the preparation of all traffic impact studies and interfaces regularly and effectively with County of Santa Barbara, City of Goleta and Caltrans staff.

Peter A. Valberg, Ph.D., Principal, with **Gradient Corporation**, will assist with the assessment of EMF risks for the Hazards and Risk of Upset section. Dr. Valberg is an expert in human health risk assessment, inhalation toxicology, and modeling of human exposure to environmental chemicals. He has 30 years of experience on the faculty of the Harvard School of Public Health and at Gradient. Dr. Valberg is the author of more than 80 scientific articles on biological effects of environmental exposures on humans and animals. Dr. Valberg's risk assessment expertise covers air pollutants, chemical exposures, biologicals, radionuclides, and EMF (including power lines, radio waves, and cellular telephones). Dr. Valberg is frequently called upon to prepare and interpret health-risk findings for a variety of audiences, and he helps apply research results to the regulatory, litigation, and public policy arenas.

Bob Carr, LA, is a licensed Landscape Architect specializing in visual impact analysis. He will prepare the photo-simulations to be used in the Aesthetics/Visual Resources section. Bob has over 22 years of professional landscape architectural experience, both as a private consultant and in the public sector. He has been responsible for analyzing the potential aesthetic effects of a variety of proposed major developments, including those involving high quality visual resources and sensitive viewer groups on the Central Coast and throughout the state. His work has included analysis of planned developments, large-scale commercial projects, residential subdivisions, multi-story apartment buildings, golf course development, wineries, wireless communication towers, landfills, wastewater treatment plants, and public parks. He has prepared visual impact assessments and reports for inclusion in more than 200 environmental impact reports, negative declarations and other environmental documents in accordance with NEPA and/ or CEQA guidelines.

4.0 STUDY METHODOLOGY

4.1 THE RINCON APPROACH

Rincon understands the need to effectively become an extension of the County's staff for this project. We will provide the County with regular progress reports on the work status, as well as the budget. It is our practice to manage the CEQA process as a problem-solving tool. Through our teamwork approach, the County of Santa Barbara will have direct access to strong technical expertise, while the consultant team will have direct access to community issues and local political concerns.

Rincon principals and senior staff involved in this project have served as technical experts in the planning and environmental industry and have been so recognized through professional awards. Our reputation stems from the ongoing quality control procedures we have established as part of our practice. We participate in ongoing training and practice peer review of our project work. Regular internal consultant team meetings will be held to review major phases of the project.

We practice the following techniques to ensure quality and responsiveness:

- *Direct and open communication with the County's Project Manager and staff to facilitate mutual understanding of assumptions and decisions made*
- *An interactive planning process with ample opportunity for product review and approval by the County*
- *Use of concise summaries and clear presentation of analysis results for decision-makers*
- *Use of graphics and comparison tables, highlighting critical points*

Early and ongoing communication among the consulting team, County staff, and, as appropriate, the community, ensures that the planning process is well served. In our experience, this approach often leads to better project design through the development of community-sensitive mitigation measures and/or alternatives.

4.2 WORK PROGRAM

Task 1: Kickoff Meeting. Upon authorization to proceed, Rincon Consultants project managers and key members of the consultant team will attend a kickoff meeting with County staff. Applicant representatives may be invited at staff's discretion. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized, and details for scheduled tasks will be discussed. The consultant team will use this opportunity to collect any relevant studies and information not already transmitted.

The kickoff meeting also allows the County/ applicant/ consultant team an opportunity to discuss data needs. This step should clarify the environmental concerns of the community and other agencies, allowing the team to verify the scope of the study.

<i>Output: Rincon will prepare an agenda for, and a memorandum of the proceedings of the Kickoff Meeting.</i>

Task 2: Project Description, Environmental Setting, and Description of Project Alternatives.

Rincon will prepare a Project Description for review by the County. This review is critical, since it forms the basis for environmental evaluation under CEQA. The project description will detail the project proposal as well as providing a listing of other pending projects in the immediate project vicinity. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of proposed operations. The project description will include:

- *A thorough explanation of proposed land use changes and controls*
- *Descriptions of the site and surrounding uses*
- *An overview of the regulatory setting*
- *Environmental features of the proposal to be incorporated*
- *Scheduling of development*

The environmental setting will provide a general description of the existing urban geographic character of the area and specific description of the project site. It will also include a list of cumulative projects or summary of cumulative buildout conditions for the Goleta Community Plan Area that will form the basis for the cumulative impact analysis.

Concurrent with the delivery of the draft project description and environmental setting, Rincon will submit draft descriptions of the alternatives to be studied in the EIR. The development of project alternatives will include an emphasis on alternative components that avoid or substantially reduce impacts identified for the proposed project. As noted in the County's RFP, alternatives will likely include: (1) a No Project Alternative; (2) a Reduced Project Alternative to be refined with the assistance of P&D staff; (3) Proposed project with renovated bridge; (4) a Reduced Density Alternative with a density of 4.0 units/acre; and (5) a Redesigned Project Alternative that would include a land exchange component, a redesigned detention basin, a reconfigured dispersal of housing units, modifications to the design of the affordable housing units, and a greater variation of one and two story variations on the site, particularly at the project edges.

<i>Output: Rincon will deliver 5 copies as well as PDF and Microsoft Word versions of the Project Description, Alternatives Descriptions, and Environmental Setting.</i>
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Task 3: Administrative Draft EIR. The EIR will be prepared in accordance with the State CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the CEQA Guidelines state that:

An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.

To the extent possible, Rincon will incorporate information from existing environmental and planning documents that are applicable to the project site and specific project. Especially relevant will be applicant- and County-prepared technical studies and reports prepared for the proposed project.



Subtask 3.1: Executive Summary. The EIR will contain a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will identify:

- *Each potential environmental impact*
- *The level of significance of each impact*
- *Mitigation measures required*
- *Residual impacts after mitigation*

The summary will also note areas of known controversy and an assessment of the alternatives reviewed and their associated impacts. The summary will identify the environmentally superior alternative and rationale for its selection as such.

Subtask 3.2: Environmental Impact Analysis. Each environmental issue addressed in the EIR will have five main subsections:

- *Setting*
- *Methodology and Significance Thresholds*
- *Impact analysis*
- *Mitigation measures*
- *Level of significance after mitigation*

The setting will be based on existing data sources, including the County's General Plan, Goleta Community Plan, and pertinent ordinances, the EIR Scoping Paper, other relevant EIRs prepared during recent years including the Goleta Community Plan EIR and the Southern California Edison 66kV Transmission Line Phase I EIR, and data developed as part of the applicant-prepared studies. Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the project-specific impacts. Mitigation measures may include a range of design measures and programs as proposed by County staff and the consultant team. All mitigation measures will be presented in wording that can be directly applied to conditions of approval and will include monitoring requirements.

The technical approach to analyzing each issue identified in the County's RFP is described in Section 3.2, *Technical Approach to Environmental Issues*.

Subtask 3.3: Alternatives. Five alternatives will be identified as part of Task 2. These will correspond to those selected by the County, or other alternates agreed to by the County and consultant team. Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining alternatives.

Subtask 3.4: Growth Inducing Effects/Other CEQA-required Sections. The EIR will include an analysis of the project's potential to foster population and economic growth, as well as the

potential for project implementation to remove obstacles to growth. In addition, the project's irreversible changes and commitment of resources will be discussed, pursuant to the requirements of CEQA Guidelines Section 15162.2 (c) and (d).

Subtask 3.5: Impacts Found Not to be Significant. This section will summarize the impacts and mitigation measures discussed in the project's EIR Scoping Document that were determined to have a less than significant impact and hence were not be studied further in the EIR. The basis for the determination that impacts would be less than significant will be briefly discussed for each issue areas contained in this section.

Output: Rincon will deliver 1 reproducible copy, 3 bound copies, and 1 CD-ROM as well as electronic transmittal in PDF and Microsoft Word versions of the Administrative Draft EIR.

Task 4: Draft EIR. This task involves the production, editorial work, and communication processes anticipated to publish the Draft EIR for public review and comment. It is our understanding that the County will be responsible for circulating the Draft EIR to commenting agencies and interested groups or individuals, as well as filing a Notice of Completion with the State Office of Planning and Research. In addition, we have assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice, and will publish the notice in a local newspaper.

Output: Rincon will deliver 1 reproducible copy, 24 bound copies, and 25 CD-ROMs as well as electronic transmittal in PDF and Microsoft Word versions of the Draft EIR.

Task 5: Meetings and Public Hearings. Rincon's Principal-in-Charge and/or Project Manager will attend up to six meetings with County staff and up to four public hearings (assumed to be two with the Planning Commission and two with the Board of Supervisors). Attendance would include oral presentations to the hearing body and graphic presentations, if necessary. These hearings can be scheduled and selected at the County's discretion. The Penfield and Smith Traffic Study Manager will attend up to two public hearings. Attendance by our cultural resources specialist from HEART, our historian from San Buenaventura Research Associates, and our EMF consultant from Gradient is assumed to not be necessary; however, consultant team members will attend hearings beyond what is scoped here, at the County's request, on a time-and-materials reimbursement basis.

Output: If desired, Rincon will prepare overhead slides to supplement the oral presentation before the Planning Commission and Board of Supervisors

Task 6: Final EIR. The final formal stages of the EIR process will involve responding to comments, public hearings (see Task 5 above), and final publication tasks. At this point, all of the discretionary permit applications and the Draft EIR are brought together for final public governmental scrutiny leading to decisions regarding approval. Through this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

Subtask 6.1: Response to Comments/ Administrative Final EIR. Subsequent to receipt of all public comments on the Draft EIR, Rincon will submit draft responses for County review,



including any added or substantially revised sections of the Draft EIR that may be necessary. The final version of the responses to comments will be incorporated into the Administrative Final EIR. A draft Mitigation Monitoring and Reporting Program (MMRP) will also be submitted as part of the Administrative Final EIR. As part of the Administrative Final EIR, we will modify as necessary any text or data in the EIR that requires such a step.

Subtask 6.2 - Publication of the Final EIR. Prior to certification of the EIR, Rincon will deliver the Final EIR in the formats specified in the RFP. Upon certification of the Final EIR and project action, we understand that the County will be responsible for filing a Notice of Determination with the County Clerk's office.

Output: Rincon will deliver copies of draft responses to comments and, subsequent to approval of the responses, and an electronic copy of the Administrative Final EIR in PDF and Microsoft format.

For the Proposed Final EIR, Rincon will provide one reproducible copy, 24 bound copies, and 25 electronic copies in PDF and Microsoft Word format.

For the Final, Certified EIR, Rincon will provide 5 bound copies, 5 CD-ROMs, and one electronic copy in PDF and Microsoft Word format.

4.3 TECHNICAL ISSUES

The County's RFP identified several environmental issues that will require further study in the EIR. For each issue area, the County's Environmental Thresholds and Guidelines Manual will be used to determine the significance of impacts and to utilize the County's standard mitigation measures. The specific technical issue areas to be analyzed in the EIR include:

- Aesthetics/Visual Resources
- Agricultural Resources
- Air Quality/Climate Change
- Biological Resources
- Cultural Resources
- Energy
- Fire Protection
- Geologic Processes
- Hazardous Materials
- Historic Resources
- Land Use
- Noise
- Public Facilities
- Recreation
- Transportation/Circulation
- Water Resources/Flooding

Aesthetics/Visual Resources. Rincon Consultants will prepare the aesthetics/visual resources section with the assistance of Bob Carr, Visual Resource Consultants, who will prepare the photo-simulations. The analysis will include an evaluation of the site's existing visual setting. The project site's physical attributes, relative visibility, and relative uniqueness will be described. The impact analysis will entail an evaluation of the modification of visual resources located on-site and on views in the vicinity that may be partially or fully obstructed, as well as the change in visual character of the site and surrounding area as a result of the development of the site with housing.

Bob Carr, Visual Resource Consultants, will use the story poles erected by the applicant team for South County Board of Architectural Review (SBAR) review to develop visual simulations, which will depict the visibility and degree of view impairment of the proposed structures relative to the existing visual setting. The photo-simulations will document visibility of the

project from key viewpoints, and show the appearance of the project design. The photo-simulations will thoroughly identify changes to the site and to the area's visual character as a result of the project. The photo-simulations will provide a valuable method of public disclosure as well as a basis for CEQA analysis and findings.

A total of seven photo-simulations are proposed. The viewpoint locations will be selected to accurately represent the project's potential effect on the surrounding neighborhoods, open spaces, public viewing points and vistas. Vantage points will include views from along Patterson Avenue, the neighborhoods immediately north and south of the project site, the Kellogg tennis courts, and other locations as directed by the County. Two of the seven photo-simulations will depict the project at nighttime. The nighttime simulations will include accurate locations of proposed lighting, to the extent that lighting plans are provided by the project applicant.

Accurate height, massing, and locations of all structures and other critical site elements such as roads, earthwork, and utilities depicted in computer-generated simulations will be ensured by direct visibility story poles placed by project applicant. If temporary on-site reference poles are required for preparation of simulations prior to the applicant's placement of story poles, reference pole placement will be conducted as an optional task. In the case that temporary reference poles are required, their locations will be based on points surveyed and staked in the field by the project applicant once the locations have been selected in consultation with County staff.

The aesthetics/visual resources analysis will include a summary of whether the project would conform to key applicable visual resources policies and provisions in the Comprehensive Plan, Goleta Community Plan, and the Inland Zoning Ordinance. The project's conformance with the County's Eastern Goleta Valley Residential Design Guidelines will be discussed, and a summary of the SBAR's conceptual review of the project will also be included.

Specific components of the aesthetics/visual impact assessment will include the following:

- Identification of the existing visual resources of the project and its surroundings, including the site's physical attributes, its relative visibility from area roads, trails, and open spaces and assess potential impacts to these resources from development of the proposed project.
- Identification of the existing character of public views across, into, and out of the site and assess potential impacts to these views. Identification of the existing character of surrounding neighborhoods, including architectural style, single and two story elements, size, density, diversity, open space patterns, and landscape.
- Identification of the night time setting and character of the project site and surrounding area and assess the potential impacts to this nighttime character from proposed development.

- Assessment of the projects' potential impacts on visual resources, using the County's Environmental Thresholds. Consideration of whether the project would result in any of the following changes:
 1. Would the project obstruct significant public views?
 2. Would the height, scale and design of the structures be compatible with surrounding uses, structures and natural environment?
 3. Would the proposed structures and landscaping result in the loss of important open space or alter the character of the surrounding natural or built environment?
 4. Would the project's landscaping be consistent with the vicinity and area guidelines?
 5. Would the project include extensive grading that would be visible from public viewing areas or alter natural features or topography?
 6. Would exterior night lighting be visible from public viewing places or otherwise effect the nighttime character of the surrounding area?
- The visual simulations will depict the height, second story elements, and architectural design of the proposed structures. The photo-simulations will depict:
 1. the existing project site, including existing vegetation, hardscape, topography, roads, structures, overhead utilities
 2. the proposed project site with the proposed structures and roadways
 3. the proposed project site with all proposed vegetation, hardscape, topography, roads, structures, overhead utilities, structures and roadways
 4. the proposed project in context with the public views from surrounding neighborhoods, open spaces, public viewing areas, and mountain backdrop, and
 5. A depiction of night views will also be included
- An analysis of cumulative impact levels, including other similar past, present and probable future projects in the area, and the contribution of the proposed project to these cumulative impacts.
- Identification of mitigation measures as necessary and residual impacts.

In addition to the Santa Barbara County Comprehensive Plan, Environmental Thresholds and Guidelines, and Standard Conditions, the EIR analysis will be informed by a site visits by Rincon staff and Bob Carr, as well as project site plans, landscape plans, architectural elevations and other plans.

Agricultural Resources. According to soils data from the Natural Resources Conservation District, the site contains soils classified as Prime (Class I and Class II). The site is also currently designated and zoned for agriculture, although the surrounding area is primarily residential.

Rincon will compile additional information on soils, water availability, existing land use and other factors that affect agricultural suitability and productivity of the subject parcels. The

agricultural resources evaluation will use the County's Environmental Thresholds and Guidelines Manual's methodology and weighted point system to determine agricultural suitability and productivity of affected parcels. Any potentially significant impacts on agricultural resources will be identified, as will any appropriate mitigation measures. The analysis will include a review and summary of the agricultural feasibility study prepared by the applicant's consultant in 2005.

Specific components of the agricultural resources evaluation will include the following:

- Compilation of information on soils, water availability, existing land uses, and eligibility for the Agricultural Preserve Program that affect agricultural suitability and productivity of the subject parcels.
- Determination of the site's agricultural suitability and productivity using the County's weighted point system. Review of past analyses of the property's agricultural viability and analyze impacts of the proposed project.
- Evaluation of realistic potential long term agricultural uses for the site.
- Discussion of proposed project's conformity to the applicable agricultural resources policies and provisions in the Comprehensive Plan and Zoning Ordinance.
- Assessment of potential impacts of the conversion of this agriculturally-designated and zoned property to residential use, including the incremental loss of urban agriculture and the loss of available prime soils for agricultural purposes, with a specification of the types of agricultural production which can be supported by these soils.

In addition to the Santa Barbara County Comprehensive Plan, Environmental Thresholds and Guidelines, and Standard Conditions, the EIR will refer to and incorporate as appropriate the following studies, reports, and resources. Rincon will also consult with Stephanie Stark, the County's Agricultural Planner, and the following reference sources in the development of the Agricultural Resources section.

- *Santa Barbara County Agricultural Preserve and Farmland Security Zone Uniform Rules Update Project EIR (04-EIR-08, State Clearing House Number: 2004081159, 9/07)*
- *Agricultural Feasibility in the Eastern Goleta Valley, Santa Barbara County, Re: Noel Christmas Tree Farm Property, George Goodall, Agricultural Consultant, 8/12/05, submitted in the 6/06 application package for the project.*
- *"Farming Operation", Larry Cavaletto, submitted in the 8/05 and 6/06 applicant packages for the project.*
- *"Attachment 1, Tree Farm Agricultural Resources", submitted in the 8/05 applicant package for the project.*
- *Goleta Community Plan EIR, Santa Barbara County (91-EIR-13), 8/92)*
- *Agricultural Element EIR, Santa Barbara County (88-EIR-17), 6/89*
- *"Goleta Valley Urban Agriculture," Santa Barbara County, 8/02*
- *The Goleta Valley Outlook, Santa Barbara County, 5/98.*
- *Farmland Mapping and Monitoring Program, Department of Conservation, State of California*

Air Quality/Climate Change. The air quality section will be prepared in accordance with the methodologies used by the Santa Barbara County Air Pollution Control District. The EIR will quantitatively evaluate the potential long-term (operational) and short-term (construction) air quality impacts that could result from the proposed project. Santa Barbara County meets air quality standards for all pollutants except the federal and state standards for ozone and the state standard for particulate matter with an aerodynamic diameter of less than ten microns (PM₁₀). Ozone air pollution is formed when reactive organic compounds (ROC) and nitrogen oxides (NOx) react in the presence of sunlight. The major sources of ozone in Santa Barbara County are motor vehicles, petroleum industry facilities and solvents. The sources of PM₁₀ include grading, demolition, agricultural tilling, road dust and vehicle exhaust.

The proposed project would result in the construction of 134 new housing units. The analysis will incorporate the results of the traffic study for vehicular operational emissions. Urbemis will be used to calculate construction and stationary source emissions.

Rincon Consultants will assess potential air quality impacts associated with grading and construction activities from construction of the proposed residences. The analysis will identify mitigation measures to address short-term construction-related air quality impacts, including standard emission control conditions applied by the Santa Barbara County Air Pollution Control District.

The analysis will also identify residual impacts of the proposed project after implementation of mitigation measures, and evaluate cumulative air quality impacts of the proposed project and other similar past, present and probable future projects in the area. Rincon proposes to consult with SBCAPCD staff during the preparation of this section, and solicit SBCAPCD review of the ADEIR Air Quality section.

Greenhouse Gas Emissions and Global Climate Change

Global climate change (GCC) has been recognized by the State of California as an issue of increasing importance within the context of CEQA analysis. California Senate Bill 97 (SB 97, signed in August 2007, acknowledges that climate change requires analysis under CEQA. If the County would like, the discussion of Greenhouse Gas Emissions (GHG) and Global Climate Change can be broken out as a separate section from Air Quality, as this is consistent with the new CEQA checklist format from the State Office of Planning and Research (OPR).

Rincon proposes to prepare a GHG discussion that quantifies the project's estimated GHG emissions and compares them to statewide emissions estimates. The discussion will note that neither state nor local agencies have adopted a GHG emissions threshold, and that until appropriate regulatory entities develop CEQA thresholds for GHGs, only relatively large emitters (e.g. 25,000 metric tons of CO₂ emissions or more from direct and indirect long-term operational sources) are considered by the County to have cumulatively significant effects on the environment. Projects below these levels, such as the proposed Tree Farm Housing project, remain unclassifiable until more evidence becomes available.

Biological Resources. The Biological Resources section will include a comprehensive analysis of the project's impacts to biological resources. Rincon in-house staff biologists will collect and review available data such as information from available reports prepared for the

subject project site including the Native Tree Report (K. Rindlaub) and the Landscape Zone Diagram (Oak Creek Company), and readily available studies from other projects in the region. We will also conduct a current search and review of the California Natural Diversity Data Base (CNDDB) to determine the potential for special-status species to occur within the project vicinity. Additionally, we will review the Goleta Community Plan (1993) and the Santa Barbara County Comprehensive Plan to determine the appropriate environmental thresholds for evaluation of impacts to biological resources.

Aerial photographs, soils survey, topographic maps, and informal consultation with regulatory agencies will be used to establish the existing conditions of the project site and potential sensitive issues related to biological resources within the project site. Special attention will be given to potential special-status species or their habitat known or existing within the study area. The evaluation will involve a field reconnaissance survey to confirm the findings of the reviewed documents and reports and to determine the potential for impacts to natural habitats - such as oak woodland, riparian, and open grasslands (foraging) - that potentially support sensitive or protected biological resources reported in the project vicinity, including southern tarplant, steelhead trout, red-legged frog, monarch butterfly, and nesting birds/raptors. Rincon will also utilize internal data gathered as part of an extensive study for More Mesa, which included evaluation of roosting and foraging sites for the white-tailed kite within the Goleta Valley.

A general inventory of plant and wildlife species observed will be prepared for inclusion in the EIR analysis. Wildlife habitats will be identified and mapped in terms of plant communities based on the composition and structure of dominant plant species. We will evaluate the adequacy of the mapped limits of San Jose Creek and determine the accuracy of mapped Environmentally Sensitive Habitats (riparian corridor). Any other drainage features found onsite will be evaluated to determine if regulatory agencies, such as U.S. Army Corps of Engineers (Corps), California Department of Fish and Game (CDFG), or Regional Water Quality Control Board (RWQCB), are likely to take jurisdiction over such features. Additionally, we will determine the extent of potential impact to San Jose Creek as a result of the proposed drainage outlet and detention area.

Given the level of existing use and disturbance at the site and the lack of potential suitable habitat for rare plants, seasonal rare plant surveys are not expected to be necessary. Nonetheless, depending on the timing of the field reconnaissance survey, we will likely be able to capture a portion of the blooming period for many native plants that could be present in this region.

The proposed project includes residential and recreation development that could have significant impacts on biological resources. The residential development includes plans to remove native oak trees and loss of open lands that could provide habitat for foraging raptor species. Additionally, vegetation around the proposed residences will be maintained to help protect the structures from potential wildland fires associated with adjacent open space areas. Encroachment, both directly and indirectly, into adjacent Environmentally Sensitive Habitat and buffers could be considered significant. Indirect impacts include increased lighting, noise, human activity, and pets. It is noted that this discussion in the EIR will be based on the relative increase in such indirect impacts given the residential neighborhoods adjacent to this subject site.

All relevant background information, general habitat analysis, bird nesting and foraging potential and special-status species evaluation will be summarized for inclusion into the Biological Resources section of the EIR. Any studies previously performed for the project site will be considered during the EIR analysis. The EIR will establish the existing conditions of the project site and provide project-specific analysis of potential impacts as well as the evaluation of the project's contribution to cumulative impacts on biological resources in the region. Rincon staff will determine whether the project is consistent with policies, standards and other provisions in the Comprehensive Plan. In addition and as necessary, the EIR will propose feasible mitigation measures that could be incorporated into the project to reduce or offset the severity of indirect, direct, and cumulative impacts to a less-than-significant level, if possible. Mitigation measures proposed will be consistent with the County's *Environmental Thresholds and Guidelines Manual* and applicable federal and state requirements. Combined, these guidelines and regulations may require buffers, grading controls, noise restrictions, maintenance of natural vegetation, control of seasonal runoff and other possible mitigation measures. On-site and off-site mitigation measures may be appropriate when avoidance is not feasible and impacts are considered significant.

Specific components of the Biological Resources section will include the following:

- Assessment of current baseline conditions throughout the site, focusing primarily on the oak woodland, individual oak trees and the San Jose Creek corridor, with particular emphasis on identifying endangered, threatened, rare, and locally sensitive species, habitats, and plant communities. Accurate mapping of riparian corridors, individual oak trees and specimens of non-native species and confirm extent of the ESHA boundary.
- Assessment of impacts to existing biological resources from proposed development, including damage or loss of native trees, loss of habitat, sedimentation from grading and site preparation efforts, Fire Department vegetation clearance requirements, and increased human activity.
- Consideration of impacts to listed species and other regulated resources, if any, and discuss role of other regulatory agencies (e.g. USFWS, CDFG, USACOE, etc.).
- Analysis of impacts to wildlife corridor/movement areas, including access to habitat in adjacent areas. Also included will be an analysis of indirect impacts from increased human activity and night lighting (interior and exterior).

As discussed above, in addition to the Comprehensive Plan, Environmental Thresholds and Guidelines, and Standard Conditions, the following studies and reports will be utilized for this section.

- *Native Tree Report, prepared for the applicant by Katherine Rindlaub, Rindlaub Consulting (undated).*
- *Preliminary Landscape Plan, Oak Creek Company, 1/09*
- *Goleta Community Plan EIR, Santa Barbara County (91-EIR-13, 8/92)*

Cultural Resources. The cultural resources evaluation will be conducted by Historical Environmental Archaeological Research Team (HEART). There are several known archaeological sites in the vicinity of the project area, suggesting general cultural sensitivity of the area. A Phase 1 Archaeological Resource Survey was prepared for the applicant in 2008 by Macfarlane Archaeological Consultants. A records research identified several known sites in the project vicinity. The report concluded that there was no indication of extant prehistoric resources. However, the site's location adjacent to San Jose Creek remains potentially sensitive, though additional survey work would have to be conducted to verify this possibility. Grading and site preparation could result in potentially significant impacts to unknown archaeological resources given the cultural sensitivity of the site. Any archaeological resources that are identified on the site could be directly impacted by development of the proposed project.

Subtask 1. Review conclusions of the Phase 1 archaeological investigation.

Subtask 2. Conduct additional archaeological testing, subject to scope approval by the County's archeologist. Though the scope of the work plan for subsurface investigation would be in consultation with County staff, we propose the excavation of roughly 30 backhoe trenches along the site's western boundary. Trenches would be three feet long and five feet deep. Selected soil samples would be dry-screened with one-eighth inch mesh. In consultation with the County's cultural resources expert, we will develop a trenching plan whereby 15 initial trenches would be dug, and the preliminary results evaluated to determine whether the balance of the proposed trenching is necessary. This sampling strategy should provide accurate information about the presence/ absence of cultural resources within the western portion of the property near the existing stream channel. Two teams (one team of Native Americans and one team of archaeologists) will be involved in the sampling and assessment. Notes and photographs will be taken for each trench and a summary report provided at the conclusion of the testing phase. The purpose of this investigation is to determine the presence and absence of cultural resources within the western edge of the project area. Any cultural resources that are encountered during the testing phase will be properly noted (collection will only occur if a diagnostic artifact [bead, projectile point, etc.] is found), and additional mitigation measures will be provided based on proposed development plans. In the event of any discovery, additional evaluation and surveying would be needed with the scope to be developed in consultation with the County archaeologist.

Subtask 3. Although the RFP indicated as a specific work task, consultation with applicable California Native American tribes and record searches through the Native American Heritage Commission and California Historic Resources Information System, it is assumed that these tasks have already been completed by the prior consultant, Heather Macfarlane, as part of the 2007 Phase I study. If, however, the County requires any updated contacts or record search, such services can be provided, and the cost for this is identified as an optional task.

Subtask 4. Analyze the impacts of the project and identify mitigation measures as necessary. If archaeological resources are found on the project site, mitigation would likely take the form of a combination of avoidance by adjusting development areas or access road alignments, Phase 2 or 3 archaeological investigations if avoidance is infeasible and monitoring during construction by a County-qualified archaeologist and/or Chumash representative.

Subtask 5. Assess the cumulative impacts to cultural resources and discuss the project's contributions to those impacts.

Subtask 6. Assess any residual impact levels.

As noted above, sources of information used for the preparation of this section include:

- *Phase 1 Archeological Resource Survey, Heather Macfarlane, 7/24/07*
- *"Archaeological Element, Cultural Resources Guidelines" (County of Santa Barbara Resource Management Department, January 1993)*
- *Goleta Community Plan EIR, Santa Barbara County (91-EIR-13, 8/92)*

Energy. According to the RFP, County staff, in their preliminary assessment of potential energy issues, did not note any potentially significant energy impacts. The EIR will include a brief discussion of the County's energy impact thresholds, the availability of utilities such as electricity and natural gas, and the project's energy requirements in the Effects Found not to be Significant section. No substantial impacts that would require mitigation are anticipated; however, feasible mitigation identified in the Air Quality/Climate Change section that would reduce energy demand will be referenced in this section. If desired by County staff and as an optional task, one of Rincon's four in-house LEED Accredited Professionals will conduct an evaluation of the project's green building features, and will provide recommendations on measures that would increase the project's energy efficiency.

Fire Protection. The project site is located in an urban area with the surrounding areas consisting of existing residential neighborhoods and open space uses such as San Jose Creek and the Kellogg Open Space. The site is served by County Fire Station #12, which is approximately one-half mile from the site, and response times are adequate.

The focus of the Fire Protection assessment will be the adequacy of the project's proposed access, fire hydrants, and fire flow. The analysis will also evaluate defensible space provisions and the need for mitigation for fuel management. Rincon staff will review the proposed project plans, and development review memoranda from County Fire Department staff. Rincon will assess how the project meets Fire Department development standards. An evaluation of cumulative fire protection impacts of the proposed project and other similar past, present and probable future projects in the area will be prepared. Potential effects of project phasing on emergency access to and through the site will also be examined.

Specific components of the Fire Protection section will include the following:

- Consultation with Fire Department staff to confirm adequate water pressure, fire hydrants, emergency access and otherwise comply with the Fire Department's development standards.
- Determination of the required extent of defensible space and any necessary vegetative management requirements.

- Identification of mitigation measures as necessary to further reduce fire safety impacts to a less than significant level. Evaluation of the applicant's proposed improvements and measures to minimize impacts to fire protection comply with applicable development standards.

In addition to the Santa Barbara County Comprehensive Plan, Environmental Thresholds and Guidelines, and Standard Conditions, the EIR will refer to and incorporate as appropriate the following studies, reports, and resources.

- *Fire Department Memo, dated 9/24/09 and Fire Department approved site plan, dated 9/10/09*
- *Goleta Community Plan EIR, Santa Barbara County (91-EIR-13, 8/92).*

Geologic Processes. The geological hazards of the project site and surrounding area will be evaluated. This section will describe the geologic setting of the project area and will include a discussion of potential hazards that could affect the proposed residential development. The baseline conditions discussion will be based on information available from locally adopted Seismic Safety/Safety Elements, the California Geological Survey, Southern California Earthquake Data Center, United States Geological Survey, the California Division of Mines and Geology, the United States Department of Agriculture Soil Conservation Service Soil Surveys for Santa Barbara County, and other EIRs that have been prepared in the project area, such as the Goleta Community Plan EIR. Rincon will also peer review and incorporate as appropriate information from the preliminary geotechnical investigation (Michael Hoover, 8/15/03) regarding site-specific hazards and mitigation measures. Rincon will also review and evaluate the proposed grading plan, including proposed cut and fill areas and the proposed detention basins and drainage diversion structures. The discussion will include characterization of specific hazards related to seismicity and ground rupture from the Goleta Fault, which crosses the site, and other regional faults, landslides, slope stability, soils, existing groundwater conditions, and an evaluation of potential soil erosion and sedimentation affecting San Jose Creek. This section will include an assessment of cumulative geologic impacts in the area and evaluate the project's contribution to those cumulative impacts.

Specifically, this section will include:

- Confirmation of the results of the applicant's preliminary geologic investigation. Determination whether additional investigations are necessary. Identification of any geologic hazards that could have a significant impact on the proposed development.
- Assessment of the potential geologic, soil erosion and sedimentation impacts associated with grading and site preparation.
- Assessment of the geologic impacts associated with grading and site preparation for the proposed project.

In addition to the Santa Barbara County Comprehensive Plan, Environmental Thresholds and Guidelines, and Standard Conditions, the Geologic Processes section will refer to and incorporate as appropriate the following studies, reports, and resources.

- *Geologic Investigation, Cavaletto-Noel Housing Project, Michael Hoover, 8/15/03.*
- *Preliminary Soil Investigation, 10/79.*
- *Goleta Community Plan EIR, Santa Barbara County (91-EIR-13, 8/92).*

Hazardous Materials/Risk of Upset. The potential for hazardous materials in the project area is dependent on current and historical use of the properties as well as other existing conditions, such as the Southern California Edison (SCE) 66kV electrical transmission line that crosses the site. The discussion of hazardous material issues will involve two main subsets of discussion:

- analysis of potential contamination and possible conflicts associated with historic or current industrial and/or agricultural activity, and
- analysis of potential Electromagnetic Field (EMF) hazards

The results of these technical analyses will be summarized in the Hazardous Materials/Risk of Upset section, as well any recommended mitigation measures.

Soil and Groundwater Contamination Hazards –Phase I Environmental Site Assessment Report

The scope of work for the Phase I will consist of four elements: records review, site reconnaissance, interviews, and report preparation. Our scope of services, pursuant to ASTM practice, will not include any inquiries with respect to asbestos, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, vapor intrusion or other indoor air quality, or high voltage power lines.

Subtask 1 - Records Review. A records review will be conducted to help identify potential environmental liabilities associated with current and past uses of the property. The records review will include both environmental information and historical use information readily available in public records. Information concerning potential environmental liabilities associated with known nearby properties will be obtained using a computer database records search in accordance with minimum search distances specified in the 2005 ASTM Standard Practice for Environmental Site Assessments (the current standard for Phase I environmental site assessments).

Environmental agency file reviews will be conducted for unauthorized release sites that fall within the subject property, adjacent properties, or nearby properties that, based on regional hydro-geologic information, would be expected to impact the subject property. Any file reviews will be performed on a time and materials basis as authorized by County. The review cost on a time and materials basis is done because at present we do not know how many documents will need to be reviewed.

Applicable historical use information will also be assessed by a review of two or more of the following: Sanborn Fire Insurance maps, city directory listings, USGS topographic maps, aerial photographs, and building and fire department permit files. In addition, Rincon will review any previous Phase I ESA reports conducted at the subject site if provided by Client.

Subtask 2 - Site Reconnaissance. A site reconnaissance will be conducted by Rincon along with a representative (as identified by County and/or applicant representative) knowledgeable of the property to identify obvious potential environmental liabilities. The subject property and immediately adjacent properties (as accessible) will be visually inspected. Site use practices that may have impacted the property will be reviewed, including: storage tanks, drums and containers, stained soil and stressed vegetation, drains and sumps, solid waste, and wells.

Subtask 3 - Interviews. We will interview the current site owner or a designated representative of the site owner (as identified by County or project applicant) to obtain additional information regarding past and present site uses as they may have affected the property. The interview will include transmittal of an interview questionnaire to the above-referenced individual. As specified in the 2005 ASTM Standard Practice for Environmental Site Assessments, we will also provide an interview questionnaire to the user of the Phase I ESA. If necessary, we will also interview other individuals including: staff from the Agricultural Commissioner's office, County Fire Hazardous Materials Unit staff, DOGGR, and other regulatory agency personnel, as well as past owners of the property and adjacent property owners.

Subtask 4 - Report. A report will be prepared documenting the information and findings of the research conducted in Tasks 1 through 3. The report will include a series of maps identifying existing site and nearby land uses. The report will provide an opinion regarding the potential presence and impact of environmental site conditions at the subject property. If requested by Client, Rincon will include recommendations in the Phase I ESA Report.

EMF Hazards

Included in the discussion of Hazardous Materials/Risk of Upset will be an evaluation of potential EMF hazards posed by the existing Southern California Edison (SCE) 66kV electrical transmission line that traverses the southern portion of the site. This transmission line will either remain in place or be slightly shifted, but retention of its east-west transit through the property is proposed. While scientific research to date has not provided uniform conclusions about whether or not long-term exposure to EMF associated with electric power lines is actually harmful to human health, the State of California has mandated a program of prudent avoidance.

Rincon has brought on Gradient Corporation for the evaluation of EMF issues. The following Rincon/Gradient joint scope of work has been designed to determine EMF levels and assess the potential impacts:

The EMF study will summarize the current knowledge regarding power line EMF and human health effects based on readily available information from recent environmental documents, such as the *Final EIR for the Lompoc Wind Energy Project* and the *Final Environmental Impact Report / Environmental Impact Statement and Draft Land Use Plan Amendment for the San Diego Gas and Electric Company's Sunrise Powerlink Project*. Rincon will also review and provide information from the 1991 Final EIR for the onsite power line.

The discussion of EMF hazards will provide background information regarding electric and magnetic fields and corresponding exposure guidelines. In addition, Rincon will perform on onsite survey of the power line corridor using an FW Bell Model 4080 triaxial magnetic field



meter to confirm prior readings conducted at the site. Data will be obtained along a transect parallel to the power line, and also along a transect perpendicular to the line. The field measurements will be compared to formal and informal standards pertaining to human exposure and electromagnetic interference. It is noted that while the County has adopted thresholds of significance with respect to radio frequency level EMF (30 – 300 MHz), it has no thresholds with respect to the EMF associated with the extremely low frequency EMF associated with power lines. Further, it is noted that residences located to the west of the SCE substation are located approximately 20 feet from the power line located parallel to Coralino Road.

The Southern California Edison Company will be contacted to determine the current and future loading projections along this corridor and request any EMF modeling information that may be available for this corridor segment. The exposure evaluation will include both the peak and typical magnitude of the exposure as well as the approximate duration of exposure anticipated. Mitigation measures will be recommended to avoid or minimize potentially adverse human health effects, if required under CEQA.

Gradient's role will be to offer expert consultation services to help identify, study, analyze, and explain the EMF issues regarding whether the nearby electric-power transmission lines may impinge on the planning, design, and use of the housing project. Gradient will provide assistance with the EMF hazards evaluation in three main subtasks as follows.

Subtask 1. Become familiar with the relative locations of the housing project and the transmission lines in question, including the proximity of the lines to potential building occupants. Review information on voltage, current, and electric power on the lines.

Subtask 2. Review the information available from Southern California Edison on typical line loadings both in the present and future. Review EMF readings provided by Santa Barbara Planning and Development (readings of 10/2002 and 01/2006) and from Rincon's field work, and evaluate potential EMF impacts on the housing project. Review the adequacy of the proposed residential setback of approximately 20 feet from the power lines, siting the poles in bulb-outs along the main public road through the project.

Subtask 3. Evaluate and provide expert opinion on the current EMF levels and the potential public health impacts associated with onsite levels. Their report will also presents the current scientific thinking on health effects of EMF. The report will provide an overview of the scientific literature potential public health risk that might be associated with these 66-kV power lines that traverse the housing-development property from the power substation located across San Jose Creek. This analysis would help address the question of whether potential EMF impacts on dwellings and outdoor activities in proximity to these lines would be significant, or would require mitigation (for example, undergrounding of the lines or increased setbacks).

In addition to the Santa Barbara County Comprehensive Plan, Environmental Thresholds and Guidelines, and Standard Conditions, the Hazardous Materials/Risk of Upset section will refer to and incorporate as appropriate the following data, studies, reports, and resources.

- *EMF readings on property, 10/02 and 1/06.*
- *Memo to CSCE from Jeff Nelson, 6/27/09.*

- *Phase I EIR for SCE's Electric Transmission Line between Goleta and Gaviota, 9/91.*
- *Goleta Community Plan EIR, Santa Barbara County (91-EIR-13, 8/92).*

Historic Resources. Two of the three existing residences on site are proposed to be demolished, and one of these dates back to the late 19th to early 20th century. This structure will be evaluated for historic significance, and Rincon has enlisted the assistance of Mitch Stone from San Buenaventura Research Associates (SBRA) for this evaluation.

SBRA will prepare an historic resources technical report which will identify if any buildings or structures on the project site or immediate vicinity are eligible for listing on the National Register of Historic Places (NRHP), the California Register of Historic Resources (CRHR), or for designation as local landmarks.

A review of the relevant literature will be conducted by examining previous historic resources evaluation reports and surveys, including the Phase I cultural resources investigation for the site conducted by Heather MacFarlane in 2007, as well as materials maintained by local agencies, historical societies, libraries and individuals. These materials will be used to develop an historic setting for the project area, and to determine potential architectural and/or historical significance.

A field investigation of the property will be conducted. The residence and associated privy pit in question will be photographed and architectural descriptions recorded. Dates of construction will be established based on official records, or lacking official records, visual or other documentary evidence. It will be determined if potential historic resources retains integrity sufficient to convey their association with a historically significant theme.

The proposed project will be evaluated for its potential to adversely impact historic resources directly or indirectly, in accordance with the standards and procedures of the California Environmental Quality Act (CEQA). Project impacts, both immediate and cumulative, will be determined and alternatives evaluated. Feasible mitigation measures intended to reduce or eliminate impacts will be proposed, as necessary and appropriate. In accordance with the CEQA Guidelines, the primary methodology for the determination of impacts and development of a mitigation plan will be the Secretary of the Interior's Standards for Rehabilitation, and appropriate NRHP standards, and local guidelines. Additional mitigation techniques will be investigated, as appropriate.

Specific scope components for the Historic Resources section will include:

- Review of the Phase 1 Archeological Resource Survey, prepared by Heather Macfarlane, 7/24/07.
- Preparation of a historic analysis by SBRA, using the Department of the Interior's and Planning and Development's standards and ensure it covers the full extent of the resources on the property.

- Review of the adequacy of mitigation measures provided in the cultural resources study prepared by MacFarlane (7/24/07) and identification of any additional mitigation measures necessary to reduce impacts.
- Assessment of cumulative impacts to historic resources as well as the project's contribution to the cumulative impacts.

The Historic Resources section will refer to and incorporate as appropriate the following studies, reports, and resources.

- *Phase 1 Archeological Resource Survey, Heather Macfarlane, 7/24/07.*
- *Preliminary Review of Projects and Conduct of Initial Study, Article 5, Title 14, Chapter 3 of the Guidelines for Implementation of the California Environmental Quality Act.*
- *Historic Resources Element, Cultural Resources Guidelines (County of Santa Barbara Resource Management Department, January 1993).*

Land Use (including Policy Consistency). The subject property is located in the Inland Zone within the Goleta Community Plan Area. The site is designated Agriculture I (A-I-5) under the Comprehensive Land Use Plan and is zoned Agriculture I with a 5-acre minimum parcel size (AG-I-5). Surrounding uses are primarily residential with densities ranging from 1 to 3.3 units/acre, although the site is bounded to the west by San Jose Creek, and is adjacent to the Kellogg Open Space Area to the northwest. The proposal would re-designate and rezone the property to allow residential development of 135 units on the 26 acre site. The proposed zoning would be Design Residential-4.6 units/acre (DR-4.6).

The EIR will include analysis of the compatibility of the proposed project with existing uses and development in the vicinity. In many ways, the land use section serves as a summary of the environmental issues discussed in detail elsewhere in the EIR. In fact, many land use compatibility issues are directly related to other environmental issues. Biotic and natural resources, agriculture, traffic, light and glare, air quality, and aesthetics all enter into land use compatibility discussions. Therefore, this section of the EIR serves to re-focus the discussion into a land use compatibility perspective.

Mitigation measures may include siting recommendations, buffer systems or lighting controls (to address noise, light and glare, and nuisance contact), design recommendations (setbacks on-site, drainage control systems etc.), use limitations, and other amenities (access roads, driveways, infrastructure etc.).

We assume that the policy and ordinance consistency analysis would be drafted by County staff and provided electronically for incorporation into the EIR as a separate EIR section.

Noise. The project site is removed from major sources of noise such as U.S. Highway 101, the Union Pacific Railroad, and the Santa Barbara Municipal Airport. Hence the proposed new residences would not be exposed to significant noise impacts. The focus of the Noise section will be on potential impacts from project-caused noise, both from construction activities and from operational-phase noise from the new residences and increased traffic volumes on

area roadways. This will include the identification of any sensitive noise receptors within 1,600 feet of the project site, and development of mitigation measures, if required.

Rincon will use data on project-caused increases in vehicular traffic to assess project-related contributions to ambient noise levels and compare this to County thresholds of significance. Mitigation measures, if required, will be developed and any secondary impacts discussed. Rincon will evaluate cumulative noise impacts of the proposed project and other similar present and probable future projects in the area. Construction noise impacts will be estimated based on typical noise levels generated by the types of grading and construction equipment to be used and the distance from these activities to the nearest sensitive receptors.

Specific scope components for the Noise section will include:

- Identification of sources of noise generation and noise sensitive receptors within 1,600 feet of the project site.
- Assessment of the impact of traffic-related noise generation to ambient noise levels along Patterson Avenue and in surrounding neighborhoods.

Public Facilities. As noted in the EIR Scoping document, the focus of the Public Facilities section will be on potential solid waste impacts. The EIR will include a brief discussion of other public facilities impacts (police protection, health care services, school enrollment, library services and water and wastewater services), or if desired by County staff, this summary will be included in the discussion of Effects Found to Be Less than Significant.

For solid waste impacts, the EIR will quantify the amount of solid waste generated during both the construction and operational phases, using standard assumptions in the County Thresholds and Guidelines Manual. After application of source reduction credits, the estimated solid waste volumes will be compared to County thresholds for both project specific and cumulative impacts, and any required mitigation measures will be identified and evaluated for effectiveness.

Specific scope components for the Public Facilities section will include:

- Assessment of the impacts of the project on solid waste and identification of additional mitigation measures as necessary.
- Evaluation of the cumulative solid waste impacts and the project's contribution to those impacts.

Recreation. The project would accommodate residential development on what is now an agricultural use. The effect of the development on the accessibility of the adjacent Kellogg Open Space area and the San Jose Creek Bikeway will be discussed and any potentially significant impacts identified. This section will also evaluate the potential for the increased residents generated by the project to indirectly affect parks through increased demand that may exceed County recreational level of service standards. This will include an evaluation of project-specific and cumulative impacts. To make this determination, we will:

- *Estimate the increase in population associated with the project*
- *Calculate the park demand acreage associated with these increases based on County acres per person standards*
- *Calculate post-project acreage demand and compare such demand to existing and planned park acreage*

A specific analysis of park acreage and demands will be provided, using the information on existing recreational facilities in the Goleta Community Plan and in consultation with County Parks Department staff. A summary of recreational facilities proposed as part of the project or as County amenities, such as the planned reconstruction of the pedestrian bridge across San Jose Creek and the potential for addition of a bicycle crossing, will be provided. If required, mitigation measures will be identified and evaluated for feasibility.

Transportation/Circulation. Penfield & Smith will evaluate the transportation issues as a subconsultant to Rincon. Rincon will incorporate the findings and recommendations of the traffic study into the Transportation/Circulation section of the EIR.

The existing Cavaletto Tree Farm site is 26.16 acres that is currently developed with three single family homes, and seven agricultural accessory structures. Until 2003, the site was utilized as a Christmas tree farm. Access to the site is from Merida, Las Perlas and Patterson Road. The project proposes to retain one existing single family dwelling, and construct 80 new detached dwellings and 54 attached dwelling units, for total of 135 housing units. A traffic study was prepared by ATE in 2007 to determine to evaluate the impacts of the project on area roadways and intersections. The Penfield & Smith study will review and update the analysis and conclusions of this 2007 study, make any appropriate revisions, and respond to comments from the County of Santa Barbara and the developer's traffic engineer.

The following provides the scope of work for the traffic study.

1. Review 2007 traffic study prepared by ATE. Check study assumptions regarding land use designations, trip credits, trip distribution / circulation, access, mitigations, etc.
2. Prepare traffic study assumptions memo for review with the County of Santa Barbara.
3. Consult with Caltrans, City of Goleta Community Services Department, and Santa Barbara County Public Works Department relative to impacts and potential mitigations to the Patterson Avenue/US 101 ramps intersections.
4. Collect AM and PM peak hour turning volumes at up to five (5) intersections. Counts will account for the origin-destination of all traffic movements entering and exiting the Patterson Interchange to assist in the determination of acceptable mitigation strategies.
5. Obtain most recent Cumulative traffic volumes from the City of Goleta.
6. Manually distribute the project trips to determine the Existing and Cumulative + Project traffic conditions.

7. Conduct level of service (LOS) analyses at the study intersections for the Existing, Existing + Project, Cumulative, and Cumulative + Project conditions. The LOS analyses will be calculated using the Intersection Capacity Utilization (ICU) methodology. The Highway Capacity Software (HCS) will be used on all intersections within Caltrans jurisdiction.
8. Evaluate segment capacity for Existing, Existing + Project, Cumulative, and Cumulative + Project conditions.
9. Conduct queuing analysis for the Patterson Avenue interchange using Synchro software.
10. Determine the project impacts for the study intersections. Cumulative conditions scenarios will not assume the installation of any anticipated or scheduled geometric improvements prior to evaluating potential project impacts. If project traffic triggers project or cumulative impacts, provide recommended mitigation measures. The report shall analyze "with mitigation" and "without mitigation" scenarios.
11. Conduct CMP analysis for all intersections and freeway segments.
12. Review internal project circulation patterns for parking adequacy, truck turning ability, emergency access, and pedestrian, and bicycle access/safety.
13. Review project site access (including line of sight, corner sight distance, stopping sight distance, safety issues, etc.) at the project access points.
14. Address feasibility and agency considerations for the following potential measures to mitigated project impacts at Patterson Avenue/US 101 ramps intersections: metering, lane widening, and restriping (including re-striping of two northbound lanes will accelerate traffic on to ramps).
15. Consider as project alternative a project phasing to address Patterson Avenue/US 101 ramps intersections capacity.
16. Evaluate the potential for pedestrian safety impacts resulting from increased project vehicular volumes on Patterson and within the University Drive neighborhood to the south.
17. Evaluate the project access ingress/egress on Patterson Avenue and determine whether it meets traffic signal warrants.
18. Consider feasibility of traffic calming devices to address any potential impacts to the University Drive neighborhood to the south; including speed bumps, cross walks, and stop signs.
19. Prepare traffic impact report summarizing our work for incorporation into the Administrative Draft EIR.



20. Respond to City comments on the traffic analysis for incorporation into the Draft EIR.

21. Respond to public comments on the traffic analysis for incorporation into the Final EIR.

New street segment counts may be added to the scope of work at a cost of \$63 per segment.

Water Resources/Flooding. This section will evaluate potential impacts to water resources and flooding hazards associated with the proposed development. According to the EIR Scoping Document, areas subject to flooding hazards are limited to the portion of the site within and adjacent to the San Jose Creek corridor. No residential structures are proposed in this portion of the site, and hence new residences would not be subject to flood hazards. The detention basin would be located within the flood hazard area, but this would be a compatible use. The focus of the flood hazard analysis would be on any other proposed or planned development or infrastructure with the flood zone such as links to the existing San Jose Creek bikeway and any pedestrian or bicyclist bridges across the creek.

For water resource impacts, Rincon staff will review and evaluate the applicant's preliminary grading and drainage plans and proposed methodologies for conveying water to San Jose Creek. Potential impacts on drainage patterns and surface water quality and quantity that would result from proposed grading, drainage improvements, and other development within and near San Jose Creek will be identified and assessed. The potential for short-term impacts of construction activities on water resources will be evaluated, as will the effectiveness of proposed erosion control measures and management of the construction materials and activities. Long-term, operational-phase impacts from changes in impervious surface will be evaluated, using the County's Rational Model. The project's contribution to cumulative water quality impacts will also be discussed and evaluated for significance.

The EIR section will incorporate needed mitigation measures to address any significant environmental impacts as necessary to reduce impacts on surface water and groundwater resources to less than significant levels.

Specific scope components for the Water Resources/Flooding section will include:

- Assessment of impacts to water resources and flooding associated with buildout of the proposed project, including water quality, flood hazards, and long-term hydrological changes.
- Inclusion of an analysis of short-term impacts due to construction activities.

5.0 COST SUMMARY

Rincon will prepare the Cavaletto Tree Farm Housing Project EIR, in accordance with the scope of services outlined in Section 3.0 and the schedule outlined in the County's RFP, for a cost not-to-exceed \$165,140. The attached table provides a breakdown of costs by task and staff level. Overall, we have budgeted 64 hours of Principal- and Senior-level professional time for project management, including oversight of staff and subconsultants and coordination with County staff.

The not-to-exceed cost includes preparation of the Administrative Draft and Draft EIRs, responses to comments on the Draft EIR, and the Administrative Final and Final EIRs. Rincon's scope of work will include preparation of the EIR sections described in Section 3.0, as well as coordination and review of the sections to be prepared by County staff. We have budgeted 60 hours of professional time to respond to comments on the Draft EIR.

The proposed scope of services and associated costs are fully negotiable to meet the needs of the County of Santa Barbara. Additional work, not included within our proposed work program, will be completed only upon written County authorization in accordance with our Standard Fee Schedule (included in the Appendix to our proposal).

This offer for professional services will remain in effect for a period of 60 days from the date of this proposal. During this period, questions regarding our proposed scope of services may be directed to Mr. Stephen Svete, AICP, President or Michael P. Gialketsis, REA I, Vice President.

6.0 SCHEDULE

Rincon Consultants has an excellent reputation for adhering to schedules and meeting milestones. We are confident that we can meet the County's scheduling requirements.

We propose the following schedule for this EIR. Based on the schedule outlined in the RFP, we believe the environmental review process could be completed within approximately 9 months, as illustrated in the schedule on the following page.

Rincon is accustomed to preparing EIRs on large and/or controversial projects within ambitious timeframes. We have met similar schedules to that requested by the County on many other EIRs. Our firm's size, flexibility, and dedication to meeting deadlines ensures that we have the resources and commitment necessary to devote to large projects or those with challenging timeframes.

All documents will be delivered electronically compatible with Microsoft Word 2007. All copies of the EIR will be printed double-sided on recycled paper stock and spiral bound.

Proposal to Prepare
Cavaletto Tree Farm Housing Project EIR

County of Santa Barbara Cavaletto Tree Farm Housing Project EIR

Cost Estimate

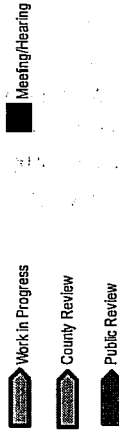
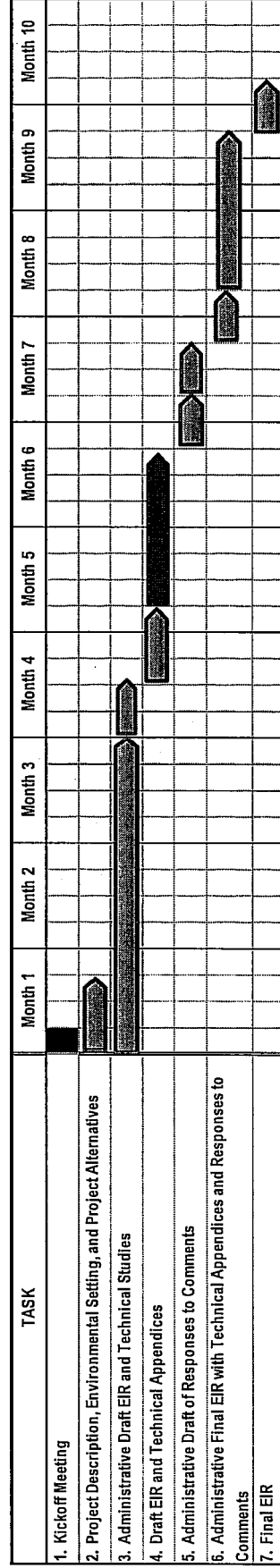
REV 4/15/2010

Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Principal \$175/hour	Proj. Mgr. \$135/hr	Sr. Assoc/Bio \$115/hour	Assoc. \$95/hour	Graphics \$75/hour	Clerical \$55/hour
1. Kickoff Meeting	\$930	6	3	3				
2. Project Descrip., Envl. Setting, Alternatives	\$3,240	32	2	6		16	6	2
3. Administrative Draft EIR								
3.1 Summary	\$1,670	18	1	2		10		5
Introduction and incorp. of Proj. Desc., Setting	\$1,125	11	1	2		6		2
3.2 Environmental Impact Analysis								
Aesthetics/Visual Resources	\$3,390	34	1	2	8	16	6	1
Agricultural Resources	\$2,075	21		4		14	2	1
Air Quality (incl. Climate Change/GHG Analysis)	\$4,595	45	2	6		35		2
Biological Resources	\$7,930	70	2	6	54		6	2
Cultural Resources	\$1,370	14		3		8	2	1
Energy								
Fire Protection	\$1,110	10	1	3		5		1
Geologic Processes	\$2,545	23	4	2		16		1
Hazardous Materials/Risk of Upset	\$6,420	60	8	6		40	4	2
Historic Resources	\$1,505	15	1	3		6	4	1
Land Use	\$3,835	37	2	2	10	18	4	1
Noise	\$2,250	22	1	4		14	2	1
Public Facilities	\$2,860	28	1	4		22		1
Recreation	\$1,585	15	1	3		10		1
Transportation/Circulation	\$1,900	20	1	3		8	6	2
Water Resources/Flooding	\$2,775	25	4	4		14	2	1
3.3 Alternatives Analysis (5)	\$4,880	48	2	8		32	4	2
3.4 Growth Inducing, Other CEQA-reqd Sections	\$1,695	17	1	2		12		2
3.5 Effects Found Not to be Significant	\$1,830	18	1	2		14		1
4. Draft EIR	\$7,910	74	8	16	4	28	12	6
5. Meetings (6) and Public Hearings (4)	\$9,360	64	24	36			4	
6. Final EIR								
6.1 Response to Comments	\$9,470	82	6	30	4	40		2
6.2 Final EIR Publication	\$3,360	32	4	8		12		8
7. Project Management	\$9,600	64	24	40				
Subtotal Rincon Labor:	\$101,215	905	106	210	80	396	64	49
Additional Costs								
Subconsultants and Technical Reports:								
H.E.A.R.T. - Cultural Resources Evaluation	\$7,125							
Phase I Environmental Site Assessment (Rincon)	\$2,900							
SBRA - Historic Resources Evaluation	\$3,600							
Gradient Corporation - EMF Study	\$9,750							
Penfield & Smith - Traffic Study Update	\$19,835							
Bob Carr - Visual Simulations	\$6,450							
Printing:								
Project Descrip., Envl. Setting, Alts. (5 copies @ \$10/copy)	\$50							
ADEIR (4 copies @ \$75/copy + 1 CD-ROM @ \$20)	\$320							
DEIR (25 copies @ \$75/copy + 25 CD-ROMs @ \$20)	\$2,375							
Proposed FEIR (25 copies @ \$75/copy + 25 CD-ROMs @ \$20)	\$2,375							
FEIR (5 copies @ \$75/copy + 5 CD-ROMs @ \$20)	\$475							
Supplies and Miscellaneous Expenses	\$1,440							
General & Administrative	\$7,230							
Subtotal Additional Costs:	\$63,925							
TOTAL LABOR PLUS ADDITIONAL COSTS			\$165,140					

Optional Tasks	
Temporary Story Pole Installation for Visual Simulations	\$1,196
NAHC Consultation for Cultural Resources Evaluation	\$863
Green Building/Energy Efficiency Assessment	\$2,460
Add'l File Review for Envl. Site Assessment if Release Documented	T & M
Additional Meetings or Hearings	T & M



Cavaletto Tree Farm Housing Project EIR **County of Santa Barbara** *Estimated Schedule*



7.0 REFERENCES

Rincon is proud of the reputation that it has built over the past 15 years. The following is a select list of our references. We encourage you to contact any or all of the references listed below regarding our performance on recent assignments.

Gary Kaiser
Supervising Planner
County of Santa Barbara
805/934-6250

Craig Chalfant
Environmental Review Project Mgr
City of Long Beach
562/570-6368

Marc Bierdzinski
Planning Director
City of Buellton
805/688-7474

Kevin McSweeney
Community Development Director
City of Fillmore
805/524-1500 X116

Greg Smith
Senior Planner
City of Thousand Oaks
805/449-2329

Anne Almy
Supervising Planner
County of Santa Barbara
805/884-8068

Andy Agle
Acting Community Dev. Director
City of Santa Monica
310/458-8341

Katrina Rice Schmidt
City Planner
City of Ojai
805/644-2555

8.0 STATEMENT OF OBJECTIVITY

Neither Rincon Consultants, Inc., nor any of the members of the project team, has been hired by Larry Cavaletto, to assist in the preparation of material directly related to any component of the proposed project or related projects under study in this EIR. No member of the contractor's team has a financial gain or an interest in the final outcome of the project.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$165,140.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

Percentage of Total Contract Amount or Maximum Amount Chargeable	Milestone Description
65% of \$165,140	Acceptance of Administrative Draft EIR
15% of \$165,140	Acceptance of Draft EIR
10% of \$165,140	Acceptance of Proposed Final EIR
10% of \$165,140	Completion of All Contract Duties

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Proposal to Prepare
Cavaletto Tree Farm Housing Project EIR

County of Santa Barbara Cavaletto Tree Farm Housing Project EIR

Cost Estimate

REV 4/15/2010

Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
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NAHC Consultation for Cultural Resources Evaluation	\$863
Green Building/Energy Efficiency Assessment	\$2,460
Add'l File Review for Envl. Site Assessment if Release Documented	T & M
Additional Meetings or Hearings	T & M



EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of

Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification

Contract Summary Form:

Contract Number : _____

D1. Fiscal Year.....: FY 10/11
 D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) 053
 D3. Requisition Number.....: N/A
 D4. Department Name.....: Planning & Development
 D5. Contact Person.....: Alex Tuttle
 D6. Phone.....: (805) 884-6844

K1. Contract Type (*check one*): ☒ Personal Service ☐ Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: Cavaletto Tree Farm Housing Project EIR
 K3. Original Contract Amount.....: \$165,140.00
 K4. Contract Begin Date.....: May 12, 2010
 K5. Original Contract End Date.....: December 31, 2011
 K6. Amendment History (*leave blank if no prior amendments*): N/A

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtTo</u>	<u>DateNewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
	\$	\$	\$			
K7. Department Project Number.....:						

B1. Is this a Board Contract? (*Yes/No*): Yes
 B2. Number of Workers Displaced (*if any*): None
 B3. Number of Competitive Bids (*if any*): 6
 B4. Lowest Bid Amount (*if bid*).....: \$162,725
 B5. If Board waived bids, show Agenda Date.....: N/A
 B6. ... and Agenda Item Number.....: #N/A
 B7. Boilerplate Contract Text Unaffected? (*Yes or cite ¶¶*)
No. Added two paragraphs to #9 Conflict of Interest, Added section #30, Subcontractors, #31 Handling of Proprietary Information, #32 Immaterial Changes, #33 News Releases/Interviews.

F1. Encumbrance Transaction Code.....: 1701
 F2. Current Year Encumbrance Amount.....: \$0
 F3. Fund Number.....: 0001
 F4. Department Number.....: 053
 F5. Division Number (*if applicable*).....: 2000
 F6. Account Number.....: 7510
 F7. Cost Center number (*if applicable*).....: N/A
 F8. Payment Terms.....: Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*): A/C
 V2. Payee/Contractor Name.....: Rincon Consultants
 V3. Mailing Address.....: 790 E. Santa Clara Street
 V4. City State (*two-letter*) Zip (*include +4 if known*) : Ventura, CA 93001
 V5. Telephone Number.....: (805) 641-1000
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) : 95-2802086
 V7. Contact Person.....: Abe Leider
 V8. Workers Comp Insurance Expiration Date.....: 02/01/2011
 V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) :12/17/2011
 V10. Professional License Number.....: #
 V11. Verified by (*name of County staff*).....: Ruth Reverdy
 V12. Company Type (*Check one*): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : 4-22-10 Authorized Signature: 